**BEFORE THE**
**FEDERAL COMMUNICATIONS COMMISSION**

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| In the Matter of<br>Petition of WorldCom, Inc. Pursuant<br>to Section 252(e)(5) of the<br>Communications Act for Expedited<br>Preemption of the Jurisdiction of the<br>Virginia State Corporation Commission<br>Regarding Interconnection Disputes<br>with Verizon-Virginia, Inc., and for<br>Expedited Arbitration | ) | CC Docket No. 00-218 |

# DIRECT TESTIMONY OF CHUCK GOLDFARB, ALAN BUZACOTT AND ROY LATHROP

## ON BEHALF OF WORLDCOM, INC.

**(Issues I-3, III-6, III-7, III-9, III-10, III-11, III-12, & IV-28)**

**PUBLIC VERSION**

**July 31, 2001**

## TABLE OF CONTENTS

## PART ONE: INTRODUCTION

**Q. What is the purpose of this testimony?**

A. The purpose of this testimony is to present WorldCom, Inc.'s ("WorldCom") position on the following issues: I-3 (reciprocal collocation), III-6 (combination of UNEs), III-7 (EELs), III-9 (switching exception), III-10 (line sharing and line splitting), III-11 (subloops), III-12 (dark fiber) and IV-28 (collocation of advanced services equipment). We note that most of these issues were addressed by WorldCom in its letter to the Federal Communications Commission ("FCC" or "Commission") dated July 19, 2001 filed in response to the Commission's request at the status conference held July 10, 2001.

**Q. Who are the members of the witness panel sponsoring this testimony?**

A. The members of this Panel are Chuck Goldfarb, Alan Buzacott and Roy Lathrop.

**Q. Mr. Goldfarb, please summarize your professional background.**

A. I am an Economist with twenty-seven years experience in both the public and private sectors, and am currently Director in the Public Policy Analysis Section of WorldCom's Law and Public Policy Group. In this capacity, I am responsible for developing and coordinating WorldCom's analysis of major public policy issues, such as unbundled network elements ("UNEs") and universal service. In my eleven years at MCI/WorldCom, I have performed many tasks, including preparing analysis and submissions to the FCC, testifying as an expert witness on costing, unbundling, and other public policy issues in hearings and in panels at many state regulatory commissions (Illinois, New Hampshire, Colorado, Maryland, Massachusetts, Vermont), participating in panels at the National Association of Regulatory Utility Commissions ("NARUC"),

and coordinating all of WorldCom's economic and technical witnesses in the various state arbitration proceedings that followed passage of the 1996 Telecommunications Act.

Prior to joining WorldCom, I was an economic consultant for four years, during which time I was an expert witness in private antitrust cases in federal and state courts and in proceedings at state regulatory commissions. From 1974 to 1986, I was an economist and manager at an alphabet soup of federal agencies -- FTC, FCC, and OMB. At the FTC, I supervised economists in antitrust cases. At the FCC, I was the lead staff member in the Commission's radio deregulation proceeding and then became assistant chief of the (then) Broadcast Bureau. At OMB, I initiated the internal government review that ultimately resulted in the creation of FTS2000, the first program for competitive bidding for the federal government's telecommunications needs. I received a Bachelor of Arts in Economics from Brandeis University and a Master of Arts in Economics from the University of Pennsylvania.

**Q. Mr. Lathrop, please summarize your professional background.**

A. I am an Economist in the Regulatory Analysis section of WorldCom's Law and Public Policy group. My responsibilities include developing and promoting WorldCom's public policy positions before state and federal regulators. These policy positions generally involve encouraging competition by ensuring that ILECs are required to provision unbundled network elements in a non-discriminatory manner at prices based on Total Element Long Run Incremental Costs ("TELRIC"). During the past few years I have filed testimony in several state regulatory proceedings explaining the need for and defining the basic requirements for line splitting over the UNE-platform, addressing collocation costing, pricing and terms and conditions and a variety of other issues.

Prior to joining WorldCom, I was employed in the Telecommunications section of the Washington Utilities and Transportation Commission ("WUTC"), where I analyzed economic and policy issues involved in developing an alternative form of regulation for US West, and costing and pricing issues related to network unbundling proposals. Prior to working at the WUTC, I was employed by the California Public Utilities Commission ("CPUC"). My assignments at the CPUC included three years in the Telecommunications Rate Design Branch of the Division of Ratepayer Advocates where I provided analysis and expert testimony on various rate design, cost and tariffing issues, including cases implementing incentive regulation for California local exchange carriers. Subsequently, I served as a Commission Advisor responsible for economic and policy analysis for the electricity, natural gas and water industries. Prior to working at the CPUC, I was employed as a Research Economist at the Community and Organization Research Institute where I conducted econometric and policy analysis related to water demand. I received a Bachelor of Arts degree in Economics and Environmental Studies, and a Master of Arts degree in Economics from the University of California at Santa Barbara.

**Q. Mr. Buzacott, please summarize your professional background.**

A. I am a Senior Manager of Regulatory Affairs in the Business Markets, Internet and Data section of WorldCom's Law and Public Policy Group. I have been employed by WorldCom since 1996. My responsibilities include analyzing access charge, unbundled element, and universal service issues, as well as reviewing incumbent local exchange carrier ("ILEC") access tariff filings and associated cost support. I have a Bachelor of Applied Science degree in Electrical Engineering from the University of Toronto and a

Masters of Science degree in Electrical Engineering and Technology Policy from the Massachusetts Institute of Technology.

## PART TWO: ISSUES I-3, III-6, III-7, III-9, III-10, III-11, III-12 and IV-28

### ISSUE I-3 RECIPROCAL COLLOCATION

**Q. Can Verizon compel WorldCom to provide collocation to Verizon at WorldCom facilities?**

A. No. Verizon has no authority to require such collocation. The Act and the Commission's rules make clear that the obligation to provide collocation to requesting carriers applies only to ILECs. See 47 U.S.C. § 251(c)(6). This obligation cannot be imposed on a competitive local exchange company ("CLEC"), see 47 C.F.R. § 51.223(a), unless the procedure set forth in Section 251(h)(2) of the Act for treating other carriers as incumbents has been followed. That procedure has not been instituted and the criteria outlined in Section 251(h)(2) are not present. A CLEC may voluntarily offer collocation to Verizon, but the CLEC cannot be compelled to do so. For these reasons, the Commission should reject Verizon's demand that WorldCom provide it with collocation.

### ISSUE III-6 COMBINATION OF UNBUNDLED NETWORK ELEMENTS

**Q. Does WorldCom include proposed contract language related to Verizon's obligations to provide combinations of network elements?**

A. Yes, WorldCom incorporates the following proposed amended contract language in Attachment III:

> 2.4 Except as provided in Section 2.4.1 below, Verizon shall provide each Network Element individually or in combination with any other Network Element or Network Elements. This includes, but is

not limited to, the Combination of all Network Elements, also known as Network Element Platform and Loop/Transport combinations. Verizon shall not separate network elements that are already combined on Verizon's network unless requested by MCIm. Verizon's charge to MCIm for any Combination of elements that are already combined may not exceed the TELRIC price for the sum of network elements that comprise the Combination. At MCIm's request, except as noted below, Verizon shall provide Combinations of Network Elements ordinarily combined in its network, whether or not those Network Elements are currently combined in Verizon's network. Verizon may impose cost-based charges as specified in the pricing provisions of this Agreement for any work reasonably undertaken to combine Network Elements at MCIm's request that were not previously provided.

2.4.1 Notwithstanding Section 2.4 above, Verizon shall not be required to provide Network Elements in novel combinations, that is, in configurations that are not present somewhere in Verizon's network; provided further that in the event a court of competent jurisdiction declares lawful the FCC's Rules 315(c)-(f), or the FCC promulgates some analogous rule(s), Verizon agrees to provide such novel combinations in accordance with the terms of that rule.

**Q. Why does WorldCom incorporate such language in its proposed contract?**

A. Even though WorldCom is the largest facilities-based CLEC in the United States, it is not feasible for WorldCom to offer local telephone service in Virginia by replicating Verizon's ubiquitous local network. WorldCom can viably offer pure facilities-based service to only a very limited number of large business customers whose premises are located on our fiber rings. To serve all other customers in Virginia, WorldCom needs access to unbundled Verizon network elements or combinations of Verizon network elements (including the combination of all network elements, known as network element platform or "UNE-platform", and loop-transport combinations).[1]

This is fully consistent with what the FCC found in the impairment analyses it performed to reach its determinations in the UNE Remand Order that requesting carriers are impaired in their ability to offer telecommunications services without access to unbundled ILEC loops, transport, and (in all but a very few exceptional situations) switching. In that Order, the FCC implemented rules requiring ILECs to provide requesting carriers access to unbundled network elements and combinations of elements.

Verizon has the incentive to restrict that access in order to restrict WorldCom's ability to compete. Such restrictions harm competition and also harm telecommunications users in Virginia who are denied access to alternative service providers. It therefore is essential that the Interconnection Agreement between WorldCom and Verizon fully lay out WorldCom's legal rights regarding access to unbundled network elements and combinations under the FCC's rules and that this

[1] For example, WorldCom's entry strategy for the residential and small business markets in Virginia and all other states is to use the UNE-platform.

arbitration proceeding explicitly affirm those rights. WorldCom includes the language in Attachment III, Sections 2.4 and 2.4.1 of its proposed Interconnection Agreement with Verizon, based on the rules developed by the FCC to implement the local competition provisions of the Telecommunications Act of 1996, to provide general guidance on how Verizon must make its network elements available to WorldCom.[2]

**Q. What are the statutory and regulatory bases for requiring Verizon to provide combinations of network elements?**

A. Section 251(c)(3) of the Act requires the ILECs to provide requesting carriers access to unbundled network elements for the provision of telecommunications services. The Act and FCC regulations also require ILECs to provide combinations of unbundled network elements.[3] The combined effect of the Act and these regulations is to entitle requesting carriers access to combinations of network elements (1) where the elements already are combined, such as an existing dial-tone arrangement, and (2) where the combinations are "new" (in the sense that they are not currently existing) but Verizon ordinarily combines such elements in its network, such as a second dial-tone line for a customer.

**Q. Does WorldCom base its Argument that Verizon is Required to Provide Combinations of Network Elements on FCC Rules 315(c)-(f)?**

A. No, the parties agree that Verizon should not be required to provide WorldCom with combinations of network elements based on FCC Rules 315(c)-(f) since those provisions

[2] More detailed, network element-specific or combination-specific guidance is incorporated in other provisions of the proposed Interconnection Agreement.

[3] 47 U.S.C. § 251(c)(3); 47 C.F.R. §§ 51.315(a), (b).

have been struck down by the 8th Circuit and (subject to appeal) currently are not in effect.

**Q. What, then, is the basis for disagreement between WorldCom and Verizon regarding Verizon's obligation to provide network combinations?**

A. The parties disagree about the scope of Verizon's obligations under Rule 315(a), and the intended reach of Rules 315(c)-(f), which has been vacated. Paragraph 296 of the Local Competition Order explicitly identifies two distinct and distinguishable ILEC requirements, the first of which is embodied in Rule 315(a), and the second in Rule 315(c)-(f):

> Incumbent LECs are required to perform the functions necessary to combine those elements that are ordinarily combined within their network, in the same manner in which they are typically combined. Incumbent LECs also are required to perform the functions necessary to combine elements, even if they are not ordinarily combined in that manner, or are not ordinarily combined in the incumbent's network, provided that such combination is technically feasible, or such combination would not undermine the ability of other carriers to access unbundled network elements or interconnect with the incumbent LEC's network.

The language in vacated Rules 315(c)-(f) tracks the language in the second ILEC requirement outlined in paragraph 296, relating to the situation where the ILEC does not ordinarily combine the elements. Those rules explicitly address the issues of technical feasibility and the impact on the ability of other carriers to access unbundled network elements or to interconnect with the ILEC's network. By contrast, the language in Rule

315(a) tracks the language in the first ILEC requirement outlined in paragraph 296, relating to combining elements that are ordinarily combined in the ILEC network; these statements make no mention of technical feasibility, since requesting elements in combination as they are ordinarily combined in the ILEC network obviously raises no question of technical feasibility.

WorldCom therefore believes that it is fully consistent with Rule 315(a) to require Verizon to provide WorldCom combinations of elements that may not be combined today to serve a particular customer but are ordinarily combined in Verizon's network. Verizon's view -- that the requirement to provide any combinations of elements that do not exist in the network today including combinations that ordinarily exist within its own network was required only under the vacated Rules 315(c)-(f) – misconstrues those provisions and ignores the FCC's definitive construction of them in paragraph 296 of the First Report and Order.

Verizon also argues that even if this is so, the 8th Circuit's construction of section 251(c)(3) adopted when it struck down Rules 315(c)-(f) makes illegal any effort to require Verizon to provide even ordinarily combined combinations. Thus Verizon argues that under the 8th Circuit decision it has no obligation to perform any functions necessary to combine any network elements, even those ordinarily combined in its network, since the statute requires that the CLEC, not the ILEC do any combining. But in reversing the 8th Circuit's vacation of section 315(b), the Supreme Court expressly rejected the 8th Circuit's legal reasoning upon which Verizon relies, concluding that the statute "does not say, or even remotely imply, that elements must be provided only in an [unassembled] fashion, and that the Commission's conclusion that "unbundling" referred

to separate pricing, not to physical separation, of leased network elements. AT& T Corp. v. Iowa Utilities Board, 119 S.Ct. 721, 737 (1999).. The Supreme Court thus powerfully supported the FCC's conclusion in paragraph 294 of its Local Competition Order, in which it found:

> ...given the practical difficulties of requiring requesting carriers to combine elements that are part of the incumbent LEC's network, we conclude that section 251(c)(3) should be read to require incumbent LECs to combine elements requested by carriers. More specifically, section 251(c)(3) provides that incumbent LECs must provide unbundled elements "in a manner that allows requesting carriers to combine them" to provide a telecommunications service. We believe this phrase means that incumbents must provide unbundled elements in a way that *enables* requesting carriers to combine them to provide a service. The phrase "allows requesting carriers to combine them" does not impose the obligation of physically combining elements exclusively on requesting carriers. Rather, it permits a requesting carrier to combine the elements if the carrier is reasonably able to do so. If the carrier is unable to combine the elements, the incumbent must do so.

WorldCom believes that the current 8th Circuit proscription on requiring ILECs to perform the tasks needed to combine network elements is limited to those novel combinations of network elements covered in Rules 315(c)-(f) that were the subject of the 8th Circuit decision.

The issue with respect to provision of network element combinations that are not currently combined to serve a particular customer, but that are ordinarily combined in Verizon's network to offer telecommunications service, is best illustrated by second lines to customer premises. The arbitrator should specifically affirm that Verizon is obligated pursuant to 47 C.F.R. § 51.315(a) and (b) to provide combinations of network elements so that WorldCom may provide second lines to customers, whether or not the second lines are currently in service, because Verizon ordinarily combines these network elements in its network. More generally, the arbitrator should affirm that Verizon is obligated pursuant to 47 C.F.R. § 51.315(a) and (b) to provide all combinations of network elements that Verizon ordinarily combines in its network that WorldCom needs in order not to be impaired in its ability to offer telecommunications services.

**Q. Are there other reasons for requiring Verizon to provide to WorldCom the types of combinations that Verizon ordinarily combines in its network?**

A. Yes. The Act requires Verizon to treat CLECs in a nondiscriminatory fashion. Where Verizon "ordinarily combines" elements, it obviously "ordinarily combines" them for its retail operations. For Verizon to be permitted to combine elements for its retail operations, but to refuse to perform those exact same types of combinations for its CLEC competitors is the epitome of discrimination and is unlawful under the Act. As a result, for this reason as well, Verizon must be required to perform for CLECs the combinations of elements it ordinarily performs for its retail operations.

**Q. What is the basis for WorldCom's proposed language prohibiting Verizon from separating network elements that are already combined unless requested to do so by WorldCom?**

A. With respect to the provision of existing combinations of network elements, 47 C.F. R. § 51.315(b) provides that these existing arrangements shall not be separated by ILECs except upon request. As previously discussed, the Supreme Court specifically upheld this regulation. The Court rejected the argument that in requiring the ILEC to provide network elements in a manner that allows carriers to combine them, the Act contemplated the provisioning of elements only in physically separate pieces.[4] The Court clarified that "unbundled" means separate prices, not physically separated. The Court also stated that § 251(c) "does not say, or even remotely imply, that elements must be provided in discrete pieces, and never in combined form."[5] Therefore, the FCC's holding that ILECs must perform the function necessary to combine requested elements under 47 U.S.C. § 251(c)(3), which is restated in 47 C.F.R. § 1.315(a), has been affirmed by the Supreme Court. The arbitrator should affirm these ILEC responsibilities and it is appropriate to incorporate them into the Interconnection Agreement.

**Q. Are there existing FCC rules relating to nondiscriminatory access to unbundled network elements that apply to combinations of network elements and should be incorporated into the interconnection agreement?**

A. Yes, the FCC's nondiscrimination rules require that "the quality of an unbundled network element, as well as the quality of the access to such unbundled network element, that an incumbent LEC provides to a requesting telecommunications carrier shall be at least equal in quality to that which the incumbent LEC provides to itself."[6] This requirement applies equally to individual network elements and combinations of network elements. Thus, when MCIm seeks to offer services previously provided by the incumbent LEC

[4] *AT&T Corp. v. Iowa Utils. Bd.*, 525 U.S. 366, 394 (1999).
[5] *Id.*

through combinations of network elements (including UNE-platform), those services should not be unnecessarily disconnected, interrupted, or otherwise modified in order for customers to migrate to MCIm. There will be situations where MCIm is obtaining a subset of unbundled Verizon elements (as opposed to UNE-platform) to offer service and in these instances there will be the need to make some modification to allow the MCIm element(s) to interconnect with the Verizon element(s). But this modification should not result in any disconnection or interruption of service that would not occur if the modification were made while the customer were continuing to obtain service from Verizon. For example, if MCIm were to seek to obtain a copper loop to serve a customer currently being served with IDLC, then any disconnection or interruption of service should not be any greater than would occur if the customer were to continue to obtain service from Verizon but now sought an all copper loop, for example to be able to obtain DSL service. Similarly, if MCIm were to seek to serve a customer using an unbundled Verizon loop, Verizon should be required to perform coordinated hot-cuts subject to explicit service standards that eliminate to the greatest extent possible any disconnection or interruption of service.

**Q. Is there a need for language in the contract relating to the pricing of network element combinations?**

A. Yes. The contract language related to the pricing of network element combinations will ensure that no additional, unnecessary charges are included for network element combinations. The FCC has determined that unbundled network elements, and combinations of network elements, must be made available at TELRIC rates. According to 47 C.F.R. §§ 51.503(b) and 51.507(e), the recurring and non-recurring charges for

[6] 47 C.F.R. § 311(b).

network elements must "not permit an incumbent LEC to recover more than the total forward-looking economic cost of providing the applicable element" or TELRIC. Nor should the recurring and non-recurring charges for a combination of network elements exceed the TELRIC of the sum of the network elements that comprise the combination, plus any contractually-specified cost-based charges for work done to combine elements that are not currently combined in the network.

## ISSUE III-7 ENHANCED EXTENDED LINKS ("EELS")

**Q. Does WorldCom believe that it is impaired in its ability to provide service in Virginia by Verizon's refusal to provide unbundled access to EELs?**

A. Yes. WorldCom believes that it is impaired in its ability to provide the services it wishes to offer in Virginia by Verizon's refusal to provide unbundled access to EELs in Virginia.

**Q. What are the standards for assessing impairment?**

A. The FCC has found that "the failure to provide access to a network element would 'impair' the ability of a requesting carrier to provide the services it seeks to offer if, taking into consideration the availability of alternative elements outside the incumbent's network, including self-provisioning by a requesting carrier or acquiring an alternative from a third-party supplier, lack of access to that element materially diminishes a requesting carrier's ability to provide the services that it seeks to offer."[7] In assessing the availability of alternatives, the FCC considers the totality of circumstances, focusing on cost, timeliness, quality, ubiquity, and other factors.

**Q. How should those standards be applied to determine whether WorldCom is impaired without unbundled access to EELs?**

[7] *UNE Remand Order*, ¶ 51.

A. To determine if WorldCom is impaired by Verizon's refusal to provide unbundled access to EELs, the Virginia SCC (or in this proceeding the FCC) must examine the factors articulated by the FCC. In doing so, the FCC can only find that WorldCom is materially diminished in its ability to provide local exchange and exchange access services unless Verizon is required to provide unbundled access to EELs.

**Q. What functionality does an EEL provide to a requesting carrier?**

A. From the perspective of a requesting carrier such as WorldCom, an EEL provides the functional equivalent of a loop. It provides an unswitched transmission path of whatever length is necessary between an end user and a WorldCom Point of Presence ("POP") or collocation arrangement. Once established, that transmission path can then be used to provide the end user with the local exchange and exchange access services described in WorldCom's tariffs.

**Q. To what extent does an impairment analysis for eels differ from the analysis that the FCC already performed in determining that loops must be unbundled?**

A. The only significant difference between an unbundled loop and an EEL is that the EEL includes interoffice transport mileage, while the loop terminates in the end user's serving wire center. Accordingly, insofar as a requesting carrier is impaired if denied unbundled access to loops, it is necessarily impaired if denied unbundled access to EELs except in those circumstances where that carrier has established a collocation arrangement in the end user's serving wire center and uses its own (or a third parties') interoffice transport to carry its traffic back to its POP.

**Q. What did the FCC find when it examined impairment with respect to loops?**

A. The FCC found that requesting carriers are impaired throughout the country if denied access to unbundled loops. There is no reason for the Virginia SCC (or the FCC in this proceeding) to re-examine loop impairment. And even if the FCC were to re-examine loop impairment, it would inevitably find that requesting carriers are impaired without unbundled access to loops.[8] There are material differences in cost, timeliness, quality, and ubiquity that would impair any carrier seeking to self-provision or obtain loops from third parties.

**Q. What did the FCC find when it examined impairment with respect to interoffice transport?**

A. The FCC found that requesting carriers are impaired throughout the country if denied access to unbundled interoffice transport. There is no reason for the FCC to re-examine interoffice transport impairment. And even if the FCC were to re-examine interoffice transport impairment, it would inevitably find that requesting carriers are impaired without unbundled access to interoffice transport. According to Verizon's Petition for Pricing Flexibility, alternative transport facilities are available for no more than 49 of the 210 Verizon central offices in Virginia.[9] Accordingly, there is no ubiquitous alternative to Verizon's interoffice transport.

**Q. Is WorldCom impaired without access to EELs?**

A. Except in the limited circumstances where WorldCom has collocation arrangements, Verizon special access services provide the only feasible, ubiquitous alternative to

[8] For example, WorldCom is able to self-provision loops to only **BEGIN CONFIDENTIAL** xxx **END CONFIDENTIAL** buildings in the entire state of Virginia.

[9] Verizon Petition for Pricing Flexibility for Special Access and Dedicated Transport Services, Attachment D, CCB/CPD File No. 00-24, November 17, 2000.

EELs.[10] Those services are significantly more costly than the forward-looking cost at which EELs would be provided. Moreover, Verizon has obtained Phase II pricing flexibility for transport in the following MSAs: Washington, DC (includes Northern Virginia), Richmond, Norfolk-Virginia Beach- Portsmouth, Newport News-Hampton, Roanoke, and Lynchburg. In these MSAs, Verizon's transport special access services have been removed from price cap regulation. Verizon is free to lower or raise the price of these services at any time, which it would be most likely to do in those locations where it faces the least competition. The FCC should conclude that in the particular circumstances present in Virginia, WorldCom is impaired unless it obtains unbundled access to EELs.

## ISSUE III-9 SWITCHING EXCEPTION

**Q. Does worldCom include proposed contract language related to the limited exception to verizon's obligation to provide unbundled local switching at telric rates?**

A. Yes, WorldCom incorporates the following proposed amended contract language in Attachment III:

> 7.1 Verizon shall provide MCIm unbundled, Non-Discriminatory access to Local Switching (including traditional and ISDN switching functionalities, and in particular including the ability to route to MCIm's transport facilities, dedicated facilities, and systems) at TELRIC-based rates; provided, however, that Verizon may charge the market-based rates set forth in Attachment 1 for

[10] WorldCom has collocation arrangements in only **BEGIN CONFIDENTIAL** xxx **CONFIDENTIAL** central offices in the entire state of Virginia.

Local Switching for MCIm's provision of local service to customers who have four or more voice grade (DS0) or equivalent lines at one location in the density zone 1 of the Washington, D.C. and Norfolk-Virginia Beach-Newport News Metropolitan Statistical Areas (as defined as of January 1, 1999 under Section 69.123 of the FCC's rules), if Verizon also provides to MCIm throughout the relevant density zone 1 Non-Discriminatory access at TELRIC prices to Loop/Transport Combinations (including multiplexing/concentration equipment).

**Q. Why does Worldcom incorporate such language in its proposed contract?**

A. The FCC found that "requesting carriers are not impaired without access to unbundled local circuit switching when they serve customers with four or more lines in Density Zone 1 in the top 50 metropolitan statistical areas (MSAs) ... where the incumbent LECs have provided nondiscriminatory, cost-based access to the enhanced extended link (EEL) throughout Zone 1."[11] WorldCom seeks contract language that incorporates this limited exception to the availability of unbundled Verizon switching and that explicitly identifies how that exception would be implemented because Verizon seeks to improperly interpret this limited exception in a fashion that would improperly restrict WorldCom's access to unbundled switching.

[11] *UNE Remand Order*, 15 F.C.C.R at para. 278.

**Q. Is there an issue relating to the definition of "serving customers with four or more lines"?**

A. Yes. WorldCom believes that the only reasonable interpretation of the line count portion of these rules is to apply them at a single location. Verizon must provide unbundled switching whenever the customer seeks fewer than four lines at a particular location. By contrast, Verizon seeks to improperly interpret the line count portion of these rules to apply to the aggregate demand of a customer for lines. Many customers will have multiple locations and may seek in aggregate four or more lines, but seek fewer than four lines at one or more locations.

The impairment analysis performed by the FCC relates to the ability of a CLEC to use its own switching to offer service at a particular location. The logic behind the limitation is that a certain volume of traffic to and from a particular location makes it economical to self-provision facilities. The ILEC's fail to provide any rationale at all for their strained contrary interpretation. It is absurd to interpret the FCC's rules to deny CLEC access to switching, for example, to serve a small bakery company because that company has four locations in a city, each with one telephone line. The FCC's conclusion and rules apply on a location-specific basis.

WorldCom's interpretation of the line count portion of these rules is consistent with a recent finding of the Pennsylvania Public Utilities Commission ("PA PUC"), which adopted a "per location" definition in restricting UNE-P and EEL offerings.[12] The PA PUC required Verizon to make UNE-P and EEL offerings available to any CLEC residential customer as well as business customers with total billed revenue ("TBR")

[12] *Interim Opinion and Order* in the Further Pricing of Verizon Pennsylvania Inc.'s Unbundled Network Elements, case R-00005261, R-00005261C0001, et al, issued June 8, 2001.

from local and intraLATA toll services at or below $80,000 annually. In response to Verizon's proposal that the TBR threshold limit imposed by the PA PUC be applied to "customers" defined as an account, regardless of the number of locations served by that account (as Verizon proposes to do here), the PA PUC stated:

> ...Verizon is, apparently, attempting once again to restrict the availability of UNE-P. Verizon's reliance on its interpretation of the $80,000 TBR as requiring a per customer definition is misplaced. As the ALJ noted, the goal of this provision was to encourage competition. Indeed, adoption of Verizon's proposal to combine all of the branches, locations and subsidiaries of a business entity for purposes of identifying eligibility under the $80,000 threshold would stifle competition. Absent a locational distinction, as the ALJ noted, we exclude the kinds of customers, i.e., the small business customer, we intended to benefit by setting the $80,000 threshold. We have frowned on the previous attempts of Verizon to treat the CLEC's small business customers differently than Verizon treat its small business customer. (footnote omitted) Thus, we agree with the ALJ and the CLECs that business customers should be restricted to a locational definition.[13]

**Q. Is there any other portion of the FCC's rule that requires explicit contractual clarification because it could be subject to different interpretations?**

A. Yes. One of the pre-requisites for WorldCom and other CLECs not to be impaired in their ability to offer local service is unrestricted access to Verizon's loop/transport combinations (EELs). At the same time, in certain circumstances unrelated to the switching exception the FCC has not required Verizon to provide requesting carriers

unrestricted access to EELs. Because these two apparently different obligations could create confusion, there is a good reason to explicitly address in the contract Verizon's obligations to provide EELs as they relate to the switching exception.

The only reasonable interpretation of the EELs portion of the rules relating to unbundled local switching is that the ILEC must provide unrestricted access to loop-transport combinations in order to qualify for the switching exception. It is only with unrestricted access to these EELs that CLECs will not be impaired in their ability to offer telecommunications services to customers with four or more lines when using their own switches. In this proceeding, in its response to issues restated as result of its motion to dismiss, Verizon states that it agrees with WorldCom's understanding of the EELs restriction, Nevertheless, some ILECs have improperly interpreted the EELs portion of these rules to be limited to existing loop-transport combinations that also meet the safe harbor usage restrictions in the Supplemental Order Clarification,[14] so the FCC should make clear that this limitation is irrelevant to the EELs provided pursuant to the switching exception, as both parties here agree

The FCC's impairment analysis for switching identified the pre-conditions necessary for CLECs not to be impaired in their ability to offer telecommunications services without access to unbundled switching. One requirement was "cost-based access to the enhanced extended link (EEL) throughout Density Zone 1." The access to EELs identified in this impairment analysis is completely unrelated to any possible restrictions (such as the requirement that the loop-transport combination be used primarily to offer local service or the three safe harbors) in the generic requirement for ILECs to offer

[13] *Id* at 78.
[14] *Supplemental Order Clarification* at para. 22.

EELs. Even where the FCC has made a determination that ILECs need not provide EELs in certain situations, that does not remove the requirement that ILECs provide unrestricted access to EELs in the relevant geographic (MSA and Zone 1) area in order to qualify for the exception to the unbundled switching requirement.

Also, quite obviously, the access to EELs identified in the switching rules must exist for new loop-transport combinations as well as existing combinations.

**ISSUE III-10 LINE SHARING AND LINE SPLITTING**

**Q. Does WorldCom include proposed contract language related to verizon's obligations to provide line sharing and line splitting?**

A. Yes, WorldCom incorporates the proposed amended contract language set forth in WorldCom's letter to the FCC dated July 19, 2001 at pages 11 through 16.

**Q. Why does WorldCom incorporate such language in its proposed contract?**

A. The Interconnection Agreement between Verizon and WorldCom should contain sufficient detail regarding WorldCom's right to engage in line sharing and line splitting on loops used in a UNE-platform configuration to make such arrangements operational. Furthermore, while WorldCom's proposed amended contract language includes requirements that are consistent with implementation schedules, terms, conditions and guidelines agreed upon during the ongoing DSL Collaborative in the State of New York (PSC Case 00-C-0127), it is important to include this language in the Agreement to eliminate ambiguity and minimize future disputes regarding the rights and obligations of the parties.

WorldCom has proposed contract language that makes explicit operational details of pre-ordering, ordering, provisioning, maintaining and billing line sharing and line

splitting. Verizon's proposed contract language lacks the detail required for the provision of line sharing and line splitting. Moreover, Verizon's proposed language is, in at least one instance, contrary to Commission orders in that it limits line sharing and line splitting to copper loops.

**Q. Does Verizon's contract provide sufficient specificity regarding loop qualification information?**

A. No. Verizon's proposed contract language on loop qualification does not identify the specific information that Verizon will provide to WorldCom in response to a mechanized, manual or engineering pre-order query. [15] In addition, Verizon's contract language does not refer to its obligations under the *UNE Remand Order* to provide competitors with access to all of the same detailed loop qualification information that it has available to itself. WorldCom's proposed contract language that follows sets forth requirements consistent with the *UNE Remand Order* and should be included in the Interconnection Agreement.[16]

> 4.9.4 Loop Qualification. Verizon agrees to provide MCIm with access to all the same loop qualification information that it has available to itself. In particular, Verizon must, as specified in FCC 99-238, identify the composition of the loop material, the existence, location and type of any electronic or other equipment on the Loop, including but not limited to, DLC, bridge taps, load coils, or other disturbers, loop length, including the length and location of each type of transmission media, the wire gauge of the Loop, and the electrical parameters of the Loop. This information

[15] See Sections 3.14.2 through 3.14.6 (UNE Attachment) of Verizon's Proposed Contract Language.
[16] This section is consistent with Attachment III, Section 4.2.6 of WorldCom's proposed contract language.

must be provided on any basis that the incumbent provides such information to itself

4.9.4.1 Other Pre-Order Information. Verizon agrees to provide the same enhancements to its loop qualification database that it has made to its database in Massachusetts and New York, and that it has committed to make in Pennsylvania. Verizon agrees to provide access to loop information in the same manner it has committed to provide that information in Pennsylvania in its filings in FCC docket No. 01-138. Specifically, but without limitation, Verizon agrees that MCIm can submit an electronic loop qualification gaining access to Verizon's LiveWire database, or through its manual loop qualification process, by submitting an Engineering Record Request, or by providing electronic access to Loop make-up information residing in LFACS in the same manner that access is provided in Massachusetts.

In its Massachusetts 271 Order, the Commission concluded that Verizon-Massachusetts offers nondiscriminatory access to OSS pre-ordering functions associated with determining whether a loop is capable of supporting DSL.[17] In its recent 271 application for Pennsylvania, Verizon asserted that it has made the same enhancements to its loop qualification in Pennsylvania that it made to its database in Massachusetts.[18] In addition, in its Pennsylvania 271 Application, Verizon set forth in detail the information it provides to CLECs in response to a mechanized, manual and engineering query.[19]

[17] Massachusetts 271 Order at ¶ 60.
[18] See VZ-PA 271 Application at pp. 26-27.
[19] See Joint Declaration of Kathleen McLean, Raymond Wierzbicki and Catherine Webster at ¶¶ 43-63.

WorldCom requests that the same non-discriminatory access be assured in its Interconnection Agreement for Virginia.

**Q. Is it important that the ordering processes for line sharing and UNE-P line splitting migrations be included in the agreement?**

A. Yes. Verizon's proposed contract language does not reference the specific ordering processes that it has agreed to in New York for Line Sharing and UNE-P Line Splitting migrations. Although Verizon's contract language provides for a CLEC to migrate an existing UNE platform configuration to a line splitting configuration using the same unbundled elements utilized in the pre-existing platform arrangement, it does not include any detail as to how a CLEC is to order and maintain such an arrangement. Verizon recently filed a tariff in New York that purports to comply with the ordering procedures for line splitting that were agreed to in the ongoing DSL Collaborative in New York PSC Case 00-C-0127. In addition, Verizon's Pennsylvania 271 Application states that "[i]n October, Verizon will implement, throughout the former Bell Atlantic footprint (including Pennsylvania), the new OSS capability that will support transitions from line sharing to line splitting arrangements consistent with the business processes defined in the New York DSL Collaborative."[20] WorldCom seeks to incorporate the same commitments and description of the ordering process in its Virginia Interconnection Agreement that Verizon has made in New York and Pennsylvania. Specifically, Verizon must commit to providing automated transitions from line sharing to line splitting in Virginia in October and should incorporate the ordering procedures set forth in its New York line splitting tariff into the Agreement.

[20] Declaration of Paul Lacouture and Virginia Ruesterholz at ¶ 239.

**Q. Should the agreement include contract language that memorializes the requirement to provide line sharing and line splitting on fiber-fed loops?**

A. Yes. Verizon's proposed contract language, if adopted, would appear to limit its obligation to provide line sharing and line splitting to copper loops. Verizon's proposed definitions of line sharing[21] and line splitting[22] attempt to preclude line sharing and line splitting over fiber fed loops. The FCC has made clear that "the requirement to provide line sharing applies to the entire loop, even where the incumbent has deployed fiber in the loop (e.g., where the loop is served by a remote terminal)."[23] Thus, Verizon's definition of line sharing and line splitting must delete the word "copper" so that WorldCom has the ability to offer voice and/or data in either a line sharing or line splitting configuration to customers served by fiber-fed DLC. As discussed below, WorldCom acknowledges that the provision of line sharing over fiber-fed DLC involves other operational issues that must be resolved prior to implementation; however, nothing in the agreement should preclude WorldCom from accessing such loops.

**Q. If and when Verizon upgrades its network to accommodate DSL out of remote terminals, must WorldCom have nondiscriminatory access to the equipment used in such a network architecture?**

**A.** Yes. WorldCom's proposed contract language includes a section that would require nondiscriminatory access to remote facilities and to loops attached to those remote facilities if and when Verizon provides DSL-based services out of remote terminals.[24] Verizon's contract language is silent on WorldCom's access to the equipment used to

[21] Verizon's Proposed Contract Language at Section 4.1 of UNE Attachment.
[22] Id. at section 2.xx of Line Splitting Addendum.
[23] FCC Line Sharing Reconsideration Order (CC Docket Nos. 98-147, 96-98) released January 19, 2001, at ¶ 10.
[24] WorldCom's Proposed Amended Contract Language at Section 4.10 of Attachment III.

provide line splitting and line sharing over fiber-fed DLC. Verizon has stated in various fora that it is considering a wholesale DSL at the RT offering similar to SBC's Project Pronto Offering. In a recent letter to the FCC, Verizon stated:

> Verizon is installing more fiber-fed DLC equipment in its local feeder plant and is considering deployment of DSL capabilities on that architecture in certain localities where it is upgrading existing remote terminals. Verizon could utilize this architecture to offer a wholesale DSL packet transport service to other carriers, as well as to provide retail DSL service to consumers.[25]

Indeed, Verizon has hosted a few meetings with CLECs to discuss its proposed offering, known by the acronym PARTS ("Packet at Remote Terminal Service").

In this arbitration, WorldCom seeks the right to access remote facilities, including loops, on the same terms and conditions as Verizon (or by which Verizon grants to its affiliates) if and when Verizon upgrades its network to provide DSL-based services using loops served by fiber-fed DLC.

**Q. What is the appropriate interval for the provision of line sharing?**

A. Verizon's contract language sets forth a six-business day interval for the provision of line sharing.[26] Verizon provides carriers with a three-day provisioning interval for line sharing in New York, Pennsylvania and Maryland and should do the same in Virginia. Verizon notes that on March 29, 2001, it notified CLECs that effective May 1, 2001, it would reduce its standard interval for provisioning line sharing orders on five or fewer arrangements to three business days in all Verizon-East jurisdictions, which includes

[25] Ex Parte letter from Gordon E. Evans, Vice President Federal Regulatory for Verizon, dated May 1, 2001, CC Docket 98-184.
[26] Verizon's Proposed Contract Language at Section 4.4.6 of UNE Attachment.

Virginia. This would appear to resolve this issue and language describing a three-day provisioning interval should be incorporated into the Agreement.

## ISSUE III-11 SUBLOOPS

**Q. Does the language in WorldCom's proposed contract relating to subloop unbundling reflect the rules enunciated by the fcc in its une remand order?**

A. Yes, it does. The language in the subloop section of WorldCom's proposed contract, Section 4.3 of Attachment III, paraphrases the FCC's rules as follows:

- Section 4.3.1, paraphrases the *subloop definition* language in § 51.319(a)(2).[27]
- Section 4.3.2 explicitly identifies five subloop components of a loop.
- Section 4.3.3 paraphrases the *inside wire* language in § 51.319(a)(2)(A).[28]
- Section 4.3.4 paraphrases the *technical feasibility* and *best practices* language in §§ 51.319(a)(2)(B) and (C).[29]
- Section 4.3.5 paraphrases the *single point of interconnection* language in § 51.319(a)(2)(E).[30]

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27 47 C.F.R. § 51.319(a)(2).

28 47 C.F.R. § 51.319(a)(2)(A).

29 47 C.F.R. §§ 51.319(a)(2)(B) and (C).

30 47 C.F.R. § 51.319(a)(2)(E).

**Q. Is there reason to believe that Verizon is not willing to provide access to unbundled subloops in a nondiscriminatory fashion?**

A. Yes. Verizon will provide access to the subloop only at a fiber-distribution interface ("FDI") and only from a CLEC outside plant interconnection cabinet ("COPIC").[31] Verizon claims that this indirect access to subloop through a COPIC meets its obligations under FCC rules. But requiring CLECs to access subloops through a COPIC may add an unnecessary link that both raises costs (for example, by requiring the installation of additional facilities) and increases the potential for administrative problems (such as obtaining rights-of-way, zoning and power supply) that may not occur, or would be minimized, with CLEC direct access to the FDI (assuming space permits). These sorts of costs and potential administrative delays would arise only for CLECs, not for Verizon.

**Q. Has the FCC spoken to the kind of access an ILEC like Verizon must provide to UNEs, including subloop elements?**

A. Yes. As discussed above, the Commission's nondiscrimination rules require that the quality of the access Verizon provides to WorldCom must be at least equal in quality to what Verizon provides to itself, and Verizon must provide access using the method WorldCom requests (i.e., direct access without intermediate devices) unless the requested method is not technically feasible.[32] The FCC's UNE Remand Order specifically identified the FDI as a point of access.[33] The FCC's rules provide that the FDI is an "accessible terminal," meaning that it is a point "where technicians can access the wire or

[31] Verizon's Proposed Contract Language at Section 5.3 of UNE Attachment. If the CLEC is collocated at a remote terminal and the FDI is located in the remote terminal, Verizon proposes to permit access to the subloop from such a collocation arrangement.
[32] 47 C.F.R. §§ 51.311(b), 51.321(a).
[33] *UNE Remand Order*, ¶ 206.

fiber within the cable without removing a splice case to reach the wire or fiber within."[34] The FCC noted that some FDIs could have "enough unoccupied space to accommodate easily the requesting carrier's equipment" while in other situations an FDI may have no spare space.[35] Thus, some FDIs can be accessed directly. Verizon bears the burden of proving that providing at least equal quality access or using the requested method of access are not technically feasible.[36] Given the divergent nature of FDI deployments, WorldCom recognizes that the determination of technical feasibility must be conducted on a site-specific basis.

**ISSUE III-12 DARK FIBER**

**Q. Why does WorldCom include detailed language relating to Verizon's obligation to provide unbundled dark fiber?**

A. While the Commission has issued rules identifying dark fiber as an unbundled element, it has not provided a detailed roadmap of how to make these rules operational. Verizon has not cooperated with WorldCom to develop contractual language that would make these rules operational. But it is important that the interconnection agreement between WorldCom and Verizon include such a detailed roadmap. The proposed WorldCom contract language under discussion in this issue, Sections 5.1, and 5.2 of Attachment III of the proposed WorldCom contract, attempts to do just that – to make the FCC's

[34] 47 C.F.R. § 319 (a)(2).
[35] *UNE Remand Order*, ¶ 222.
[36] 47 C.F.R. §§ 51.311(b), 51.321(d).

decisions operational by specifying Verizon responsibilities and WorldCom rights relating to unbundled dark fiber.

**Q. Where in the FCC rules is dark fiber identified as an unbundled element?**

A. Dark fiber is identified as an unbundled element both in Section 51.319(a)(1),[37] which defines the local loop network element to include all features, functions, and capabilities, including dark fiber, and in Section 51.319(d)(1)(B),[38] which explicitly defines dark fiber transport as "incumbent LEC optical transmission facilities without attached multiplexing, aggregation or other electronics." Thus, the various FCC rules relating to local loops and transport are applicable to dark fiber.

**Q. Why does WorldCom include sections 5.1 and 5.2 in its proposed contract?**

A. Sections 5.1 and 5.2 provide language needed to make operational Verizon's obligation to provide WorldCom with unbundled dark fiber. Section 5.1 provides a definition of dark fiber and Section 5.2 sets out reasonable terms and conditions under which Verizon must make dark fiber available to WorldCom. Section 5.2.1 helps assure non-discriminatory access to dark fiber. Section 5.2.2 sets out an efficient single point of contact for negotiations. Sections 5.2.3 gives WorldCom the right to test the quality of the dark fiber. Section 5.2.4 sets reasonable timetables that Verizon must meet to ensure that WorldCom receives relevant information in a timely fashion. Section 5.2.5 sets reasonable timetables for Verizon to make dark fiber available and to identify appropriate

[37] 47 C.F.R. § 51.319(a)(1).

[38] 47 C.F.R. § 51.319(d)(1)(B).

connection points. Section 5.2.7 allows WorldCom to use its own personnel to perform splicing and testing and requires Verizon to provide appropriate interfaces and sufficient cable. Section 5.2.8 provides guidance for WDM applications.

I do suggest, however, one modification to the language in Section 5.2. Section 5.2.6 would require Verizon to expand or overbuild its network and capacity to accommodate requests for dark fiber. Since dark fiber is defined in Section 5.1 as "unused strands" of optical fiber, this requirement for expansion or overbuild should be limited to situations where Verizon has deployed just enough fiber plant to serve its own needs *and* has removed existing copper plant, resulting in CLECs having no access to fiber or copper loops.

**Q. Section 5.2.4 of WorldCom's proposed contract requires Verizon to provide information regarding dark fiber within five business days of a request for a records-based answer and ten business day for a field-based answer. By contrast, Verizon has offered intervals of 15 business days, or a negotiated interval if Verizon receives 10 such requests for one LATA. Similarly, section 5.2.5 of WorldCom's proposed contract requires Verizon to make dark fiber available within 20 business days after it receives written acceptance from WorldCom, while Verizon proposes an interval of 30 days. How should this be reconciled?**

A. It is important that the Agreement include specific intervals so that requests do not go unanswered. In comparing these intervals, the burden of proof should be on Verizon to demonstrate that its proposed intervals are closer than WorldCom's proposed intervals are to the times it takes to provide the relevant information and provision the dark fiber for its own retail operations. That is the only measure of nondiscrimination.

**Q. Do sections 5.2.4 and 5.2.5 of WorldCom's proposed contract, refering to the reservation of dark fiber, improperly provide WorldCom with superior quality service?**

A. No. Verizon does not make every unused fiber strand available to requesting carriers. It holds some unused strands in reserve for its own future needs. Thus, Verizon does in fact reserve dark fiber for itself and to meet its requirement to provide nondiscriminatory access to unbundled network elements it must allow requesting carriers such as WorldCom to reserve dark fiber for some reasonable amount of time as well.

**Q. Do you agree with Verizon that it should be permitted to limit access to dark fiber to hard termination points because it is not technically feasible to access dark fiber at locations other than hard termination points?**

**A.** In section 5.2.5 of its proposed contract, WorldCom requires Verizon to identify appropriate connection points, including light guide interconnection or splice points to enable WorldCom to connect or splice WorldCom-provided transmission media or equipment to the dark fiber. The Commission should adopt this provision. Section 319.(a)(2)(B) of the Commission's rules places the burden

of proof on Verizon, as the incumbent LEC, to demonstrate that it is not technically feasible to access dark fiber at the points requested by WorldCom. Verizon's proposal requires WorldCom to collocate in order to access dark fiber and denies WorldCom the right to access dark fiber via splicing. In short, Verizon denies a technically feasible method of accessing dark fiber. Bell South has agreed to the language which Verizon contests. Bell South has agreed to allow WorldCom to access dark fiber via a splice, and has agreed to let WorldCom personnel perform a splice in a manhole. Indeed, Bell South has agreed to allow access at any technically feasible point, and Verizon should be required to do the same.

**Q. Does section 5.2.7 of WorldCom's proposed contract appropriately permit its personnel to perform splices of dark fiber?**

A. Verizon must provide non-discriminatory access to all unbundled elements at TELRIC rates. Its first burden is to demonstrate why allowing WorldCom to perform splices would create risks to service that could not be handled by appropriate contractual language relating to liability. If in fact it could demonstrate that such a risk existed for which WorldCom would not face appropriate liability, then it would have to perform the splices itself at TELRIC rates. As noted above, Bell South allows WorldCom personnel to perform the splicing.

**ISSUE IV-28 COLLOCATION OF ADVANCED SERVICES EQUIPMENT**

**Q. Is WworldCom entitled to collocate advanced services equipment, such as DSLAMS, in Verizon's premises?**

A. Yes. WorldCom's proposed amended contract language specifies that Digital Subscriber Line Access Multiplexers ("DSLAMs") and splitters used in association with DSLAMs, and any other equipment located where the copper portion of the loop terminates in order to provide DSL functionality, can be collocated in Verizon premises in accordance with the rates, terms and conditions set forth in the Collocation Attachment. Verizon does not appear to dispute this issue.

**Q. Is WorldCom entitled to collocate mulifunction equipment in verizon's premises?**

A. Yes. Verizon and WorldCom appear to agree to adopt language implementing the FCC's Order in Docket No. 98-147 providing for the collocation of multifunction equipment where an inability to deploy that equipment would as a practical, economic or operational matter preclude WorldCom from obtaining interconnection or access to unbundled network elements.

**Q. Does this conclude your testimony?**

A. Yes.

**BEFORE THE**
**FEDERAL COMMUNICATIONS COMMISSION**

| | | |
|---|---|---|
| In the Matter of<br>Petition of WorldCom, Inc. Pursuant<br>to Section 252(e)(5) of the<br>Communications Act for Expedited<br>Preemption of the Jurisdiction of the<br>Virginia State Corporation Commission<br>Regarding Interconnection Disputes<br>with Verizon-Virginia, Inc., and for<br>Expedited Arbitration | )<br>)<br>)<br>)<br>)<br>)<br>)<br>)<br>) | CC Docket No. 00-218 |

**AFFIDAVIT OF CHUCK GOLDFARB, ROY LATHROP AND ALAN BUZACOTT**

The undersigned, being of lawful age and duly sworn on oath, certifies the following:

I, Alan Buzacott, declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief.

Alan Buzacott

Subscribed and Sworn to before me this
31st day of July, 2001.

Notary Public

MARIA A. ROSSEL
Notary Public District of Columbia
My Commission Expires: 2/14/2006

**BEFORE THE**
**FEDERAL COMMUNICATIONS COMMISSION**

| | | |
|---|---|---|
| In the Matter of<br>Petition of WorldCom, Inc. Pursuant<br>to Section 252(e)(5) of the<br>Communications Act for Expedited<br>Preemption of the Jurisdiction of the<br>Virginia State Corporation Commission<br>Regarding Interconnection Disputes<br>with Verizon-Virginia, Inc., and for<br>Expedited Arbitration | )<br>)<br>)<br>)<br>)<br>)<br>)<br>)<br>) | CC Docket No. 00-218 |

**AFFIDAVIT OF CHUCK GOLDFARB, ROY LATHROP AND ALAN BUZACOTT**

The undersigned, being of lawful age and duly sworn on oath, certifies the following:

I, Chuck Goldfarb, declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief.

Chuck Goldfarb

Chuck Goldfarb

Subscribed and Sworn to before me this
31st day of July, 2001.

Maria A. Rossel

Notary Public

MARIA A. ROSSEL
Notary Public District of Columbia
My Commission Expires: 2/14/2006

**BEFORE THE**
**FEDERAL COMMUNICATIONS COMMISSION**

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**AFFIDAVIT OF CHUCK GOLDFARB, ROY LATHROP AND ALAN BUZACOTT**

The undersigned, being of lawful age and duly sworn on oath, certifies the following:

I, Roy Lathrop, declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief.

Roy Lathrop

Subscribed and Sworn to before me this
31st day of July, 2001.

Notary Public

MARIA A. ROSSEL
Notary Public District of Columbia
My Commission Expires: 2/14/2006